

REQUEST FOR PROPOSAL

AMBULANCE BILL COLLECTION SERVICES

DEPARTMENT OF FIRE AND RESCUE



DECEMBER 2009

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# **REQUEST FOR PROPOSAL**

## **AMBULANCE BILL COLLECTION SERVICES**

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### **INTRODUCTION**

Thank you for your interest in this request for proposal. The City of Reading (City) intends to retain a professional collection provider for ambulance bills, for the City, beginning January 1, 2010. This document details the scope of service to be performed and outlines the evaluation and selection process.

### **PROPOSAL SUBMISSION**

The original proposal and five (5) copies shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA., until 2:00 P.M., prevailing time on Tuesday, January 5, 2010. The envelope shall be clearly labeled as RFP for Ambulance Bill Collection Services. Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the proposal opening.

### **BACKGROUND**

The City of Reading provides its citizens with ambulance service. The City is seeking a professional collection firm for delinquent ambulance bills.

The City intends to enter into contract with the selected vendor for a period of two years, with the option of two, one year extensions contingent to the continued operation of EMS Ambulance service.

No one vendor will be allowed to provide both Billing and Collection Services.

### **SCOPE OF SERVICES**

The City of Reading anticipates having approximately 10,500 ambulance calls per year, with bills totaling approximately \$4.46 million dollars. The City's billing agency will supply all names, account numbers, and mailing address and amounts due of all delinquencies. Bills are sent out weekly as they are incurred and become delinquent after 90 days

The successful proposer shall be required to be diligent in collecting the balances. This will include but is not limited to the following:

Reviewing delinquent bills with customers  
The managing and filing of civil complaints  
Attending civil hearings  
Recording of Judgements in the Prothonotary's office.  
Satisfaction of Judgements  
Managing of Bankruptcy accounts

The City of Reading will expect the agency to report and remit funds collected monthly (by the 8<sup>th</sup> of each month) to the City. The report will consist of the following information and format:

- a. Date placed;
- b. Account number;
- c. Bill number;
- d. Identification – name of debtor;
- e. Total amount paid to agency;
- f. Total amount collected by Collection agency,
- g. Amount remitted to the City by agency;
- h. Collection agency fee retained by agency.
- i. Balance due to City on debtor's account;

This report and the corresponding remittance should be submitted in an electronic report to the Finance Director with a copy to the Fire Chief by the 8<sup>th</sup> of each month.

- ◆ Vendor must exhibit a proven track record in the collection of small unsecured accounts in a professional and ethical manner.
- ◆ Vendor must have a fully automated state-of-the-art software system, capable of handling multiple account processing and dispositioning.
- ◆ Vendor must be able to interface with City of Reading employees in a professional manner.

The successful proposer shall be required to appear as a witness on behalf of the City and maintain records of all details with respect to the services performed for the City for a period of at least five (5) years or at least two (2) years after final disposition of any judicial proceedings in which testimony was given, whichever period expires last.

## **SUBMITTAL REQUIREMENTS**

Candidates shall submit proposals that thoroughly respond to the items listed below. The most effective proposal will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the exact order as outlined in this section. Failure to do so may remove the firm from further consideration.

## **A. Statement of Qualifications**

1. Full name, address, telephone number and facsimile number of the firm. Identify the local office that will handle this service.
2. Summary of the firm's general qualifications, background, number of employees, office locations, etc.
3. Name of the firm principals and a detailed summary of the team that will be used for these services. An organization chart shall be included that clearly identifies each team member, the responsibilities and nature of work each will perform. Resumes of all team members shall be provided which will highlight each member's specific experience as it relates to the City of Reading service.
4. Describe the relevant experience of your firm's working with collection during the past five (5) years. Include ability to meet service deadline, extras added after the contract, service size and list a reference name, address and phone number.
5. Submit a list of five (5) collection service references and provide a detailed summary of the services provided.

## **B. Detailed Presentation of Tasks**

1. Describe the precise scope of work proposed to be accomplished. Clearly delineate any modifications (additions or deletions) to the general scope of services.
2. Identify sub-consultants, if any, that will be used for this service. Outline what their responsibilities will be and their qualifications.
3. Provide a list of the information you will routinely require for your work and the extent of the assistance required from the City's support staff.

## **C. Compensation Requirements**

1. Present a separate sealed envelope with the proposal that is plainly marked, "Compensation Proposal for Ambulance Billing Collection Services." The cost proposal shall itemize all collection fees. The City of Reading is tax exempt.

## **CONSULTANT EVALUATION AND SELECTION PROCESS**

The City of Reading will evaluate all proposals and select the consultant or consultants best qualified to perform the scope of work. The Qualification Based Selection Process (QBS) will be used.

We understand that ranking a consultant based on qualifications far outweighs all other considerations. However, final consultant selection will be based on a combination of the

consultant's staff qualifications and cost. The City may choose to conduct interviews with finalists after the initial review of proposals is complete.

Award shall be made to the responsible firm/s whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below. Only submissions that are complete and returned within the time limit will be considered.

- A. Responsiveness of the proposal related to the scope of work.
- B. Quality, quantity and relevance of proposer's experience resources and creativity.
- C. References.
- D. Staff size and qualifications.
- E. Fee.
- F. Such other information as may be required or secured.

## **SCHEDULE**

A critical component of the consultant's proposal will be the proposed schedule for performing the services outlined in this RFP. The City expects to provide a notice to proceed to a consultant two (2) weeks after the award of the contract.

## **INSURANCE REQUIREMENTS**

Consultant agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the City as an additional insured, insuring payment of damages arising out of the performance of professional services for the City, in consultant's capacity as service provider if such damages are caused by error, omission, or negligent act of the insured of any person of the organization for whom the insured is legally liable and responsible. Such insurance cannot be canceled until thirty (30) days after the City has received notice of the insured's intention to cancel the insurance.

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Workers' Compensation, Public Liability and Property Damage, involved in the work. All sub-proposers must also furnish copies of their liability insurance and Workers' Compensation Insurance certificates to the City. The City will allow no subcontractor unless such certificates are submitted to and approved by the City beforehand.

## WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the Proposer from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by the Proposer, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City, as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Proposer during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: ***City of Reading, 815 Washington Street, Reading, PA 19601***. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do

business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including “hired automobiles and non-ownership automobiles.”

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage.

## **SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS**

A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

After the finalists are ranked, the City may arrange for a meeting with the top-ranked firms to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. Selection will be based on a combination of price, scope and qualifications. If agreement is reached on all three items, a professional services agreement will be drafted and presented to the Council for approval.

The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of Reading. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

## **EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

## **CITY INFORMATION**

An executed Non-Collusion Affidavit as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens, Non-Discrimination Statement and a certificate of insurance as described.

## **ALTERATIONS OR MODIFICATIONS**

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

## **SUBCONTRACTS**

The Proposer shall not subcontract work under this contract unless written approval is granted by the City. The Subproposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Subproposer is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Subproposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

## **RIGHT TO AUDIT RECORDS**

The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

## **DISSEMINATION OF INFORMATION**

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any reports or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the contract by the contractor or its agents or employees.

## **BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

## **PERMITS/LICENSES**

The Proposer shall, at own expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

## **WITHDRAWAL OF PROPOSALS**

Proposers will be given permission to withdraw any proposals after they have been received in the City Purchasing Coordinator's office, provided said request is in writing and properly signed. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

## **PROPOSAL REJECTION**

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

## **EXECUTION OF CONTRACT**

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

## **CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest avoid the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

## QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 AM on Monday, December 28, 2009. Direct inquiries to:

Heather Dunkle  
Purchasing Coordinator  
City Hall, Rm. 2-45  
815 Washington Street  
Reading, PA 19601  
FAX - (610) 655-6427  
[Heather.Dunkle@readingpa.org](mailto:Heather.Dunkle@readingpa.org)

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective firms by Tuesday, December 29, 2009.

Additionally, the City prohibits communications initiated by a proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

## **NON-COLLUSION AFFIDAVIT**

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of the Proposer that has  
(Owner, Partner, Officer, Representative or Agent)  
submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of Firm)

above representations are material and important, and will be relied on by the City of Reading in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of proposals for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

## INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING,  
dated \_\_\_\_\_, 20 \_\_, providing for the

\_\_\_\_\_  
\_\_\_\_\_  
City of Reading, Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned,  
\_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00)  
in hand paid to the said \_\_\_\_\_ by the City of Reading, receipt whereof is hereby  
acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the  
CITY OF READING, its officers, agents, servants, and employees against any and all loss,  
damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by  
reason of any bodily injury (including death) or damage to property arising out of any act or  
omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

## STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the PROPOSER, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the: as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned PROPOSER, any SUBPROPOSER or material man, nor any other person furnishing labor or materials to the said PROPOSER under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(CITY OF READING)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(PROPOSER)

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

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BIDDER

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TITLE